

AGREEMENT

BY AND AMONG

THE COMMONWEALTH OF MASSACHUSETTS,

THE CITY OF BOSTON, AND

THE BOSTON REDEVELOPMENT AUTHORITY

This Agreement is made this _____ day of _____, 1984 by and among the COMMONWEALTH OF MASSACHUSETTS, hereinafter called the "Commonwealth," through its DEPARTMENT OF PUBLIC WORKS, hereinafter called the "MDPW," the BOSTON REDEVELOPMENT AUTHORITY, hereinafter called the "Authority," and the CITY OF BOSTON, hereinafter called the "City," through its PUBLIC WORKS DEPARTMENT, hereinafter called the "BPWD."

WHEREAS, the parties hereto have jointly agreed to undertake certain Public Improvements, hereinafter called the "Public Improvements," in the Park Plaza Urban Renewal Area; and

WHEREAS, in general, the MDPW has agreed to pay for work surrounding the new State Transportation Building, the City has agreed to pay for so-called "English-style Boylston Street," and the Authority has agreed to pay for certain items which would have been considered non-participating (brick sidewalks and medians and special streetlights) under the Urban Systems program, but in practice differentiated billing is unduly complicated; and

WHEREAS, this preliminary agreement is needed for administrative purposes on the part of the City;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Commonwealth, the Authority, and the City hereby agree as to the apportionment of the work, the expense, ownership and future maintenance of the above-mentioned Public Improvements, as follows:

1. DIVISION OF WORK. The MDPW, by its own Contractor, will furnish the necessary labor, materials, equipment, and other services for the construction of the Public Improvements.
2. DIVISION OF EXPENSE. Except as hereinafter provided and regardless of the item of work being paid for, the parties hereto agree to bear jointly all the costs of all of the above-mentioned construction of Public

Improvements as set forth below, including the costs of change orders, extra work orders, and other costs up to the amount of the maximum contributions listed below:

<u>Agency</u>	<u>Percentage Participation</u>	<u>Maximum Contributions</u>
MDPW	50%	\$1,715,500
City	30%	\$ 875,000
Authority	20%	\$ 635,600

3. OWNERSHIP AND FUTURE MAINTENANCE: Upon completion of the above-mentioned construction, title to the Public Improvements shall vest with the City of Boston and the City at its own expense shall thereafter maintain said work as constructed, except for areaways, coal chutes, basements, and such other privately owned structures and exist in or beneath the street and sidewalks which are the legal responsibility of private parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF BOSTON
PUBLIC WORKS DEPARTMENT

Joseph Cassaza, Commissioner

BOSTON REDEVELOPMENT AUTHORITY

Robert J. Ryan, Director

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS

Approved as to form

Boston Redevelopment Authority
Chief General Counsel

City of Boston
General Counsel

MEMORANDUM

March 29, 1984

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: PARK PLAZA - AGREEMENT CONCERNING PAYMENT
FOR STREET AND SIDEWALK IMPROVEMENT PROJECT

4428

For a number of years there has been a public commitment to providing street and sidewalk improvements in the Park Plaza area. These improvements, known as the Urban Systems Project, are designed to support private and public development by substantially upgrading vehicular and pedestrian circulation in the area. In particular the first phase is intended to provide appropriate streets and sidewalks for the State Transportation Building, the Four Seasons Hotel/Condo project, the Druker mixed-use project on the Arlington/Hadassah sub-parcel and new development on the Park Square sub-parcel.

As you may recall, the City Public Works Department provided \$500,000 in Chapter 90 funds to the BRA for completion of engineering work on this project. Universal Engineering Co., the BRA's consulting engineers, have recently submitted the 100% construction documents for final review. The schedule calls for the project to be ready for bid by early May with a construction start in July 1984. Construction will be completed by Fall 1985.

The project involves street and sidewalk improvements to the following street segments: Stuart between Monsignor Shea Road and New Charles; Tremont between Stuart and Boylston Streets; New Charles between Stuart and Boylston; Boylston between New Charles and Arlington; Hadassah Way; and Arlington between Boylston and Park Plaza. Work includes the construction of a new right of way for New Charles Street, a widened Stuart Street, 'English-style' Boylston and pedestrian amenities such as brick sidewalks, trees and acorn lighting.

This project was to have been paid for by Urban Systems funds in 75% Federal, 25% State shares. However, the State has said recently that the City has used up its Urban Systems allotment on other projects and that it will pay only for the work around the State Transportation Building. The City Public Works Department through Commissioner Casazza, has made a commitment to pay for 'English-style' Boylston and the BRA to pay for the differential between brick and concrete sidewalks and acorn and rectilinear lighting. To simplify an extremely complicated situation it has been proposed that each party be responsible for a percentage of the construction costs (which roughly equate to the above project elements) and that billing be according to these percentages: 50% for the State DPW; 30% for the City PWD, and 20% for the BRA. The maximum contributions for each party are: \$1,715,500 for the State DPW, \$875,000 for the City PWD and \$635,600 for the BRA. The BRA share would come from the Park Plaza Loan Order.

In order to assure the commitment of these funds, an Agreement between the three parties has been prepared which sets out the percentages and the maximum contributions, a copy of which is attached. It is proposed that this be agreed to and signed by the three parties now and that a Final Agreement concerning billing methods, each party's participation in project review and supervision, etc. be signed after the bids come in.

It is therefore recommended that the Authority enter into this Agreement to assure funding for this most important public improvement project in Park Plaza.

An appropriate Vote follows:

VOTED: That the Director be authorized to sign the Agreement by and Among the Commonwealth of Massachusetts, the City of Boston, and the Boston Redevelopment Authority, regarding percentage participation and maximum contributions for construction of street and sidewalk improvements in the Park Plaza Urban Renewal Area with the Authority funding provided by the Park Plaza Loan Order.

Attachment